

United States Bankruptcy Court

Middle District Of North CarolinaIn re Cynthia Diana Anderson
DebtorCase No. 11-80417
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: Regional Acceptance Corporation
2. Amount of the debt subject to this reaffirmation agreement:
\$ 11,272.16 on the date of bankruptcy \$ 11,272.16 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 19.95 % prior to bankruptcy
19.95 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$ 383.93 per month for 38 months
5. Collateral, if any, securing the debt: Current market value: \$ 12,125.00
Description: 2006 Chrysler Pacifica
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J EntriesDebtor's Income and Expenses
as Stated on Reaffirmation Agreement

- | | |
|---|---|
| 7A. Total monthly income from <u>\$ 3604.08</u>
Schedule I, line 16 | 7B. Monthly income from all <u>\$ 3604</u>
sources after payroll deductions |
| 8A. Total monthly expenses <u>\$ 3740.00</u>
from Schedule J, line 18 | 8B. Monthly expenses <u>\$ 3604</u> |
| 9A. Total monthly payments on \$ <u>0</u>
reaffirmed debts not listed on
Schedule J | 9B. Total monthly payments on \$ <u>0</u>
reaffirmed debts not included in
monthly expenses |
| | 10B. Net monthly income <u>\$ 0.00</u>
(Subtract sum of lines 8B and 9B from
line 7B. If total is less than zero, put the
number in brackets.) |

*** BB&T CONFIDENTIAL ***

11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Cynthia Anderson
Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

✓ Yes _____ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

✓ Yes _____ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Charles R. Fluno
Signature

Charles R Fluno, Vice President
Print/Type Name & Signer's Relation to Case

*** BB&T CONFIDENTIAL ***

Check one.

☒ Presumption of Undue Hardship

☐ No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Middle District of North Carolina

In re Cynthia Diana Anderson,
Debtor

Case No. 11-80417

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Regional Acceptance Corporation

☐ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Auto Loan
For example, auto loan

B. **AMOUNT REAFFIRMED:** \$ 11,272.16

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before April 21, 2011, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 19.95 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

*** BB&T CONFIDENTIAL ***

D. Reaffirmation Agreement Repayment Terms (*check and complete one*):

☒ \$ 383.93 per month for 38 months starting on 03-17-2011.

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. _____

E. Describe the collateral, if any, securing the debt:

Description: 2006 Chrysler Pacifica
 Current Market Value \$ 12,125.00

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☒ Yes. What was the purchase price for the collateral? \$ 14,506.45

☐ No. What was the amount of the original loan? \$ _____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	\$ <u>11,272.16</u>	\$ <u>11,272.16</u>
Annual Percentage Rate	<u>19.95</u> %	<u>19.95</u> %
Monthly Payment	\$ <u>383.93</u>	\$ <u>383.93</u>

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: _____

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

*** BB&T CONFIDENTIAL ***

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income)

\$ 364

b. Monthly expenses (including all reaffirmed debts except
this one)

\$ 3220
~~0.00~~

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ 0.00 384

d. Amount of monthly payment required for this reaffirmed debt

\$ 383.93

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☐ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

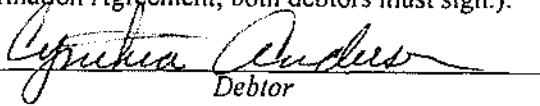
*** BB&T CONFIDENTIAL ***

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

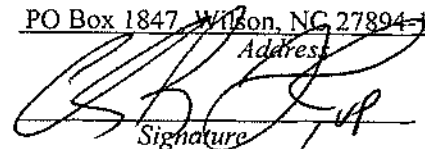
Date 5/10/2011 Signature 
 Date _____ Signature _____
 Debtor
 Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor Regional Acceptance Corporation
 Print Name

PO Box 1847, Wilson, NC 27894-1847
 Address

Charles R. Fluno, Vice President
 Print Name of Representative

 6/14/11
 Signature Date

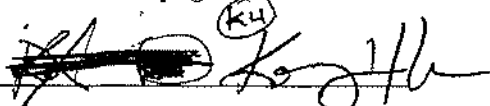
PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 6/14/11 Signature of Debtor's Attorney 
6/14/11 Print Name of Debtor's Attorney John T. Orcutt Koury L. Hick
 for the Law Offices
 of John T. Orcutt
 Bar # 36204

*** BB&T CONFIDENTIAL ***

PART E: MOTION FOR COURT APPROVAL

[To be completed only if the debtor is not represented by an attorney in negotiating the reaffirmation agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

- ☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)
- ☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: _____

(Debtor)

(Joint Debtor, if any)

Date: _____

May 10, 2011

BB&T CONFIDENTIAL

*** BB&T CONFIDENTIAL ***

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

***** BB&T CONFIDENTIAL *****

6. When will this Reaffirmation Agreement be effective?

a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and

i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement” unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B-1 to do this.*

CONFIDENTIAL ***

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

*** BB&T CONFIDENTIAL ***

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE
THIS IS A CONSUMER CREDIT DOCUMENT**

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) CYNTHIA ANDERSON	Co-Buyer Name and Address (Including County and Zip Code)	Credit-Setter Name and Address HUBERT VESTER TOYOTA OF WILSON 3712 RALEIGH ROAD PKWY WILSON NC 27896
---	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms and conditions of this contract. You agree to pay the Credit-Setter (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used USED	Year 2006	Make CHRYSLER	Model PACIFICA	Vehicle Identification Number 2A4GH6B436R613743	Primary Use For Which Purchased <input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural
-------------------------	---------------------	-------------------------	--------------------------	---	--

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1000.00.
10.95 %	\$ 8529.35	\$ 14506.45	\$ 23035.80	\$ 24835.80

Your Payment Schedule Will Be:

Number of Payments 60	Amount of Payments \$383.93	When Payments Are Due Monthly beginning 05/17/2009
---------------------------------	---------------------------------------	--

Or As Follows:

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$_____. % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be \$_____.
Prepayment: If you pay off at your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including tax) \$ 12323.95 (1)

2. Total Downpayment \$ _____

3. Total Amount Financed \$ 12323.95 (2)

4. Other Charges (Seller must identify who is paid and for what purpose):

A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies:	\$ N/A
B. Vendor's Single Interest Insurance Paid to Insurance Company:	\$ N/A
C. Other Optional Insurance Paid to Insurance Company or Companies:	\$ 395.00
D. Optional Gap Contract:	\$ N/A
E. Other Fees Paid to Government Agencies:	\$ N/A
F. Government Taxes Not Included in Cash Price:	\$ N/A
G. Government License and Registration Fee:	\$ 146.50
H. Government Certificate of Title Fee:	\$ 40.00
I. Other Charges (Seller must identify who is paid and for what purpose):	\$ N/A
J. HUBERT VESTER TOYOTA DOC FEE:	\$ 399.00
K. SALES TAX:	\$ 2086.80
L. TOTAL:	\$ 3182.58 (3)

5. Amount Financed (2 + 3) \$ 14506.45 (4)

Insurance: You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required to check below. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Don't
☐ Credit Disability (Buyer Only)

Premium:
 Credit Life \$ N/A
 Credit Disability \$ N/A

Insurance Company Name:
 N/A

Home Office Address:
 N/A

Credit Life Insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the same cost. If you choose the insurance, the cost is shown in Item 4 of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. The insurance may not pay if you owe on the contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A ☐ N/A

Type of Insurance:
 N/A

Insurance Company Name:
 N/A

Home Office Address:
 N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not to buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the same cost.

I accept the insurance described above:
 Buyer Signature: *Cynthia Anderson* Date: _____
 Co-Buyer Signature: _____ Date: _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

OPTIONAL: ☐ You pay no finance charge if the Amount Financed, Item 4, is paid in full on or before N/A. ☒ N/A. SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT: A gap contract (also cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the full charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Buyer Signature: *Cynthia Anderson*

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance):** If the preceding box is checked, the Credit-Setter requires VSI insurance for the total term of the contract to protect the Credit-Setter for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Credit-Setter's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Credit-Setter, the cost of this insurance is \$ N/A and is also shown in Item 4E of the Itemization of Amount Financed. The coverage is for the total term of the contract.

NO COOLING OFF PERIOD
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs: *Cynthia Anderson* Co-Buyer Signs: _____
 If any part of this contract is not valid, all other parts stay valid. We may modify or refrain from exercising any of our rights under this contract without being bound. For example, we may extend the time for making some payments without extending the time for making others.
 See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs: *Cynthia Anderson* Date: *05/17/09* Co-Buyer Signs: _____ Date: _____
 Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Seller Signature: *HUBERT VESTER TOYOTA OF WILSON* Date: *05/17/09* By: _____ REALTOR

Seller assigns its interest in this contract to: *HUBERT VESTER TOYOTA OF WILSON*
☐ Assigned with recourse ☒ Assigned without recourse

Buyer Signature: *Cynthia Anderson* Date: *05/17/09* Co-Buyer Signature: *[Signature]* Date: *05/17/09*

BB&T CONFIDENTIAL

STATE OF NORTH CAROLINA

MVR-191 (Rev. 05/07)

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

2A4GM68436R813743

YEAR MODEL

2006

MAKE

CHRY

BODY STYLE

MP

TITLE NUMBER

774546091606663

TITLE ISSUE DATE

06/17/2009

PREVIOUS TITLE NUMBER

775725080922416

MAIL TO

REGIONAL ACCEPTANCE CORP
1424 E FIRETOWER RD
GREENVILLE NC 27858-4105

ODOMETER READING

051431

ODOMETER STATUS

TITLE BRANDS

OWNER(S) NAME AND ADDRESS

CYNTHIA ANDERSON



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

Richard D. Anderson
COMMISSIONER OF MOTOR VEHICLES

FIRST LIENHOLDER:
REGIONAL ACCEPTANCE CORP
1424 E FIRETOWER RD
GREENVILLE NC 27858-4105

DATE OF LIEN 06/09/2009

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

SECOND LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

THIRD LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

FOURTH LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

ADDITIONAL LIENS:

80540028

663 TIC6630

ANY ALTERATIONS OR ERASURES VOID TITLE

BB&T CONFIDENTIAL